

(amongst other things) to carry on the business of timber merchants at Languanoc in the said Islands.

3. In order that the said Company could legally do business in the said Islands the registration of the said Company in Manila was necessary; such registration was not effected until the 18th January 1890.

4. In answer to the 5th paragraph of the said petition the defendant denies that the said shares were tendered to his brokers or agents on the 31st December last. The defendant had no brokers or agents in the said transaction. The defendant was in the colony on the 31st December last and the said shares were not tendered to him until the 5th January following.

5. In answer to the 6th paragraph of the said petition the defendant denies that the plaintiff has been unable to sell or dispose of the said shares.

Mr. Francis, continuing, said that the Company in respect to whose shares that action had been taken was formed in Hongkong in the early part of last year, to take over as a going concern the business of H. G. Brown and Co., carried on in the Philippines, and holding licences to cut timber on large expanses of territory. The prospectus was issued, and allotments made, privately, but the Company was not registered until the 16th May, 1889. Before then this contract was made, in the usual form of a broker's note. The share certificates, however, were not ready on due date, the 30th June, and when, on the 29th June, Mr. Gorham wrote to Mr. Mody, the latter, in the course of his reply, said: "Of course, as you knew when you entered into the contract, the shares were not issued, but as you are aware they are to be issued in a few days, and I will then forward them to you. Meanwhile, all benefits accruing to them will, of course, belong to you." On the 1st July Gorham wrote agreeing not to pursue his advantage, adding: "It might so happen that some day the position might be reversed. You might have shares to hand over when it would be inconvenient for me to receive them. You would say—Gorham did not press me to deliver; I will not press him to take up." After the receipt of that there were some interviews between the parties, and an arrangement was made, by which Gorham practically waived his objections to the non-delivery of the scrip at the time—both parties apparently labelling under the misapprehension as to the law, and thinking the actual shares would need to be handed over. On the 6th August Mody wrote:—

Hongkong, Aug. 6th, 1889.

My dear Gorham,—According to our verbal arrangements re H. G. Brown and Co., Ltd., shares, I now write to inform you that the scrips have been issued, and please note that I am carrying 100 (one hundred) of these shares on your account at \$105 per share, to be taken delivery of by you on or before 31st December, 1889, with interest at 7 per cent. per annum from this date, which I shall thank you to confirm.

Yours truly,

H. N. MODY.

That letter did not seem to be answered until the 18th, when Gorham replied:—

Hongkong, August 28th, 1889.

My dear Mody,—With reference to your note of the 6th inst., mine of July 1st, and our conversation since, I confirm the arrangement that, in consideration of my not repudiating the contract for the sale and purchase of the 100 Brown shares, you are carrying those shares for me until the 31st December, unless I should call upon you for delivery at a sooner date, but I was you to understand that in no case will I take delivery of these shares unless the Company shall have been duly registered in Madrid according to Spanish law.

Yours truly,

C. L. GORHAM.

To that letter there seemed to be no response, and it must be taken that Mody accepted what might be called the amended proposal, without altering it at all. He (Mr. Francis) thought that the whole case rested on the interpretation of those letters. The correspondence was resumed about the end of December. Messrs. Lightwood and Scott, who had been the brokers in the matter, writing to Mody on the 13th to ask for instructions. Gorham was at that time in Hongkong, and did not return until late in the afternoon of the 31st. Mody did not hear of his arrival until about the 6th January last, on which day he sent the following:—

Hongkong, 6th January, 1890.

My dear Gorham,—I send you enclosed herein 100 shares of H. G. Brown & Co., Limited, which according to arrangements were to have been taken up at the end of last month, but were held over on account of your absence from the Colony; will you please send me a cheque for \$10,805.10 as per memo. and oblige.

Yours truly,

H. N. MODY.

The same day Gorham replied:—

Hongkong, January 6th, 1890.

My dear Mody,—I return you herewith the 100 Brown shares which you enclosed me, and which I have no intention of taking up.

Yours truly,

C. L. GORHAM.

The following day Mody wrote:—

Hongkong, 7th January, 1890.

My dear Gorham,—Your very curt note of the 6th inst. rather takes me by surprise, as you give no reason whatever for your refusal to perform your contract of the 13th March, extended and confirmed by your letter of the 28th August last. I can only conclude that you have forgotten the whole circumstances of the case.

You were absent from the Colony on the 31st ultimo, and your broker was asked to take up the shares on that date, whose reply was that he had no instructions from you.

I must now request you again to take up these shares and thereby avoid any unpleasantness between us.

Yours truly,

H. N. MODY.

C. L. GORHAM, Esq.

On the 8th Gorham wrote:—

Hongkong, January 8th, 1890.

My dear Mody,—In reply to your note of yesterday's date in which you demand my reasons for not taking up the 100 Brown Shares, I beg to say that I have no objection to stating some of them, although they are well known to you.

In the first place our contract expired on the 30th June, and on that day I demanded the shares which you could not hand over.

Then I wrote you on July 1st a note in which I intended to convey the fact that I did not intend to hold you answerable for your failure to deliver, and that you might consider the transaction finished. A day or two after I learned greatly to my surprise that you and your partner had not only misconstrued my note but had shown it to others as proof that I intended to extend the contract until such time as was convenient for you to deliver. Then I called at your office to explain personally that I had no intention of carrying the contract further, and, as you are aware, through the persuasions of your partner I agreed to allow you to extend the time until the 31st Dec., but it was

on condition that on the date you were required to furnish me with absolute proof that the forms of Spanish law had then been complied with in respect to registration.

This you did not do then, nor have you done it since; you did not even tender me the shares until late in the afternoon of the 6th instant. You say in your note I was absent from the Colony on the 31st ultimo. It is true I did not arrive until 5 o'clock on that day, although I made great haste to get here and left unfinished business in order to do so. I wired Mr. Van Buren when I was coming, and answered all enquiries, but you were not among them.

You say you tendered the shares to my broker, but you know full well that, even admitting that, but you know full well that, even admitting that, the signing of the original contract, they certainly had no concern in it after the 30th June. You not only told me the matter was a private one between ourselves but you gave them to understand that I had taken up the scrip when it was issued.

You know also that you followed me out of your office the day I called and requested me not to mention to them anything about the extension of the contract, but to allow them to think I had taken up the shares. If you are under the impression that I had forgotten the terms I can easily remind you of the reasons you then gave me for not wishing it to get out that I was not taking delivery. You remember among other things you then told me, the uses to which you would put your money at that time. Therefore you were fully aware the gentlemen in question were in no wise my agents in the matter, and that they had no authority to act for me in any way. They showed their wisdom in informing you and in not allowing you to shove off the shares on them.

I pass over your threat of unpleasantness—it is no doubt unpleasant for you that I should venture to hold you to the terms of your contract, and I regret that I must do so, but I believe I am not altogether solitary in the matter of unpleasantness, and I fail to recognize you as absolute dictator in the affairs of this colony.

Yours truly,

C. L. GORHAM.

On the 9th a lawyer's letter was sent to Gorham. The plaintiff's position in the case was this:—The Company was formed for the purpose of taking over a going concern in Manila. One of the terms of the contract, as shown by the Articles of Association, was that the concern was to be taken over as from the 1st January, 1889, and was to be registered so as to obtain legal recognition in the Philippines. It was so registered, on the 16th May. No question would arise as to the original contract, which was to have been completed on the 30th June, when the plaintiff contended, as a matter of fact it did terminate. For the moment Gorham seemed inclined to repudiate his liability, and give trouble, possibly causing litigation, but on understanding was come to, for mutual convenience, by which Gorham bound himself to still take the shares, but as it was possible that he might not have the money when the scrip was issued in August, Mody was to carry them over until the end of December, if required. It would probably be unnecessary to go into the conversations at which verbal agreements were come to, as they were followed by letters detailing the agreements. It was clear that the only stipulation was that the Company should be registered at Madrid. The object and place of the Company was common knowledge, and other circumstances which came to light at a time rendered it a matter of common knowledge that business carried on in the Philippines had to be registered under the Commercial Law of Spain, previous to which the Articles of Association had to have something done to them in Madrid. Mr. Gorham therefore specially stipulated that the Company should be registered in Madrid, in order that its position should be assured. There was no serious dispute over the contract except as to the interpretation of that clause. With respect to the question of delivery, the plaintiff's case was that he tendered them to the only persons whom he knew to be acting for the defendant—Lightwood and Scott—who had previously written asking for instructions. Until the 6th January there was no intimation received that the defendant had returned from Hongkong, and therefore, as no formal delivery was made previously, still the plaintiff did everything that was necessary. But the plaintiff further contended that delivery was unnecessary—the shares already belonged to Gorham, and were only being carried on for his convenience. The new, the supplementary contract fixed no date for delivery, except that the 31st December was the limit of the period during which Mr. Mody bound himself to grant the delivery, and that was done. On the 31st December Mr. Gorham was absent from the Colony, although before he went away he knew that the period expired on the date, and on his return he made no communication to Mr. Mody, either insisting on having the shares on delivery to accept them. It was clear that Mr. Mody did everything he could, and he now submitted that, having fulfilled the terms of the contract, the Company having been duly registered at Madrid on the 16th November—or at any rate the process to be completed at Manila on the 18th January—he was entitled to recover.

The evidence of Señor Arellano, a member of the bar at Manila, taken on commission, was then read. It set out the procedure necessary before a foreign Company could be recognized by the authorities in the Philippines.

Mr. Francis, continuing, said that the parties had agreed that the damages, if any were adjudged, should be the difference between \$105 per share and the highest price, between December 31st and March 30th, the date when the action was commenced.

G. D. Scott said:—I am a broker, of the firm of Lightwood and Scott. The contract in question this case was made by us. I remember seeing Mr. Mody about the 30th December respecting these shares. I knew defendant was not in the Colony, and I did not expect him to return that day. I told Mr. Mody so, and he tendered me the shares. I refused them, having no instructions. I saw Mr. Gorham on the 3rd January with respect to the shares, and he said that as far as our firm was concerned we had finished on the 30th June last. The par value of the shares is \$50. I have not done any business in them since the 6th January, and have not heard of any transactions. I heard them quoted at \$58.

Cross-examined—I put through the original contract, and knew on the 30th June that the scrip had not been issued. I did not hear of any offer by Mr. Mody of a letter of allotment, but to the best of my belief the contract was carried on by arrangement. On the 7th of August, Mr. Mody told me that an arrangement had arrived at. He led me to believe that the contract was being carried over. My interest ceased on the payment of my brokerage. I do not remember writing to Mr. Gorham on the 6th of August, and receiving the letter endorsed showing that I had nothing further to do. I have some recollection of it now. I wrote asking when the shares would be taken up, and the endorsement said that the only contract between Mody and Gorham expired the 30th June. On the 30th December I asked Mr. Van Buren—Mr. Gorham's broker—when the letter was returning from Hongkong, and he told me he would be back next day. I saw Mr. Mody frequently every

day, but did not tell him what Van Buren had said until about the 3rd January. When I told him he asked me to put it in writing, and I wrote asking Mr. Mody what he was going to do with the shares, as Mr. Gorham would not return in time to fulfil the contract. I knew I was not retained by Mr. Gorham in the matter, but was prepared to act.

Mr. W. H. Young, broker, said:—My firm—Stokes and Young—compile a weekly share list. Our quotations for N. G. Brown & Co.'s shares, on the 4th January were \$58, being the highest rate for the week. On the 15th February it fell to "nominal"—nothing doing. At the end of March it was \$53, cum dividend.

Thomas Rose said:—I am a broker. At the end of January I was instructed to sell 100 shares in this Company, but could not get any offers. I have no knowledge of any transactions.

That closed the case for the plaintiff. Mr. Leach, for the defence, admitted that there were only two issues before the Court—one being the meaning of the clause as to registration, and the other that of tender. In order to fully show the defendant's position clearly it was necessary to recapitulate the whole of the details. On the 30th June last there was no scrip to hand over, and as no letter of allotment was tendered he was entitled to repudiate the contract altogether. He thereupon wrote the first letter, which, though it could be read in two ways, was intended to be a repudiation of the contract. A day or two later, hearing that it had been construed the other way, he went to see Mr. Mody. They had a conversation, the effect of which was that the contract was to be continued, subject to certain legal formalities being complied with, in order that the Company might be a really safe Company. That indicated what was in his mind—that unless the Company was registered at Madrid the shares would be worthless. He did not know exactly what was required, except that the Spanish law needed to be met. Mr. Mody at first refused to think of such a condition, and Mr. Gorham was going out, when Mr. Leach, who had partly heard the conversation, interposed, and prevailed on Mr. Mody to agree. As Gorham then left the office Mody followed and told him particularly not to mention the fact that he was carrying the shares over, as he did not want the brokers to know anything about it. After the 6th August Gorham heard that it was necessary that the Company should be registered in Madrid, and he wrote, on the 28th, imposing the condition that that should be done. That was really the pivot on which the contract turned. Mody undoubtedly knew at the time what was legally necessary for the Company's safety, yet up to January last he did not correct Gorham's misapprehension in the letter of the previous August, and told him that registration in Madrid was unnecessary. It was his duty to have satisfied Gorham that all formalities had been duly observed, before the 30th December, but there had been no evidence adduced to show that he did. With respect to the question of tender, none was made on due date, except to Mr. Scott, who had no authority to receive the shares.

His lordship—If time was of the essence of the contract it would be too late to tender on the 31st January, would it not?

Mr. Leach thought it would be near enough to be a good tender.

His lordship—If your client was away on the 31st and returned afterwards surely it was his duty to go to the other party; if he wanted the shares he must fetch them.

Mr. Leach continued that the plaintiff should have inquired at the defendant's office, and learnt when was going to return. With reference to the question of damages, although no evidence had been given on the point he could show that a dividend had been paid in November or December, which would lessen the damages, if any were awarded.

Mr. C. L. Gorham, the defendant, was then called. He said—and a clerk in the P. M. S. S. Co.'s employ. Mr. Van Buren is also employed there. I wrote a letter to Mr. Mody on the 30th July, and as far as I can remember I said I was ready to take delivery; and he said the scrip was not issued, nor did he know when it would be. In view of that I proposed that we name the 31st December as the due date, under a new contract, and he refused. I said "Good morning." He wanted me to see Mr. Chater, but I told him I had nothing to do with it. Mr. Chater then looked up to me, and said the matter was agreed upon, and on leaving he said, as I wanted, Mr. Mody followed me out, and asked me not to let anyone know about it. I did not expect the scrip to be issued until registration had been effected. Nothing further occurred until I wrote the letter of the 28th August. I did not speak with Mr. Mody again before leaving the Colony on the 4th December. I left no-one any authority to act for me. I wired Mr. Van Buren on the 28th that I was leaving Tongkin next day. I did not hear from Mr. Scott until the 4th January, and saw Mr. Mody in a street about the 3rd or 4th. He did not speak to me. I asked Van Buren, on my return, who had called, and found that no-one had been from Mr. Mody. I inquired about the Company from the agents also, but could not learn whether it had been registered or not.

Cross-examined—I did not make it publicly known when I went to Hongkong, or send Mr. Mody any intimation of my return. I had not given any reason for wanting the shares to be carried over until the end of the year that I had not the money—I said it was too uncertain when the scrip was issued that I might be asked to take them up when I was not in a position to do so.

By his lordship—I did not want the shares on the 31st December. I could have got them if I had.

J. S. van Buren, clerk in the P. M. S. S. Co.'s office, said:—I received a telegram from Mr. Gorham on the 28th December, announcing his departure from Tongkin. I had previously told Mr. Scott that I did not know when he was coming back. If I had seen him afterwards I should have given him the information.

That concluded the case for the defence. Mr. Leach, in closing the defendant's case, submitted that it had been shown that no tender was made on the 31st December, or the morning of the 1st January.

His lordship held that the plaintiff's duty of tendering was confined to the 31st. In this case that was impossible.

Mr. Leach continued that the letters, read by the light of what passed at the personal interviews, showed that the condition on which the contract was renewed in June was the completion of the process of registering the Company. The defendant meant that, by saying, Madrid; he could not mean that only a part of the registration need be completed. His conduct in making inquiries from the agents showed that he was desirous of taking up the shares.

His lordship, before giving judgment inquired what measure of damages had been decided upon.

Mr. Francis, after conferring with Mr. Leach, said that the original contract price was \$105, and allowing the highest rate since January, as fixed by Mr. Young, a balance of \$51.28 was claimed.

His lordship said that he really had no doubt about the case. There was an agreement entered into on the 30th March, 1889, for the delivery of the shares on the 30th June. On that date the scrip was not ready, and there was

no doubt that the defendant could then, if he had wished, have got out of the contract. From his point of view, of course, it was now to be regretted that he did not. But he apparently did not, for on the 6th August the parties were still in negotiation. The letters which then passed were the most satisfactory evidence of the understanding that prevailed. There was nothing said from then until the end of December. Two questions had arisen on the correspondence. One suggested that the shares should not be delivered until the Company had been registered in Madrid. Evidence had been given as to that the last act in Madrid was performed on the 25th November, through which the registration in Manila was completed on the 16th Jan. As a matter of fact there was nothing in the way of registration at Madrid, the only business for these being the attestation of several documents by officials. In his view of the case everything was done in time in Madrid to enable registration to be completed, and the defendant's condition thereby complied with. With respect to the question of tender, he was not at all sure that such a thing was strictly necessary in a contract of that sort. There was a present sale and purchase in August, but plaintiff was to keep the scrip until the 31st December—quite a different thing to a sale which was only to be completed on that date. But even if a tender had been strictly necessary, he held that all the law required had been done. Of course the time was of the essence of a contract there must be either an actual tender on a waiver of the actual tender by the party entitled to it. In this case there was no actual tender—there was a tender to Mr. Scott, but it was clear that he had no authority to act for the defendant. But during business hours that day the defendant was not in the Colony, and by that fact he waived the performance of any condition as to tender, if one existed. In his absence delivery was impossible, and was therefore excused. If the defendant wanted to carry out the contract he ought to have gone to see Mr. Mody, but he had unfortunately made a bad bargain. There was no suggestion of impropriety on the part of the plaintiff, he had simply got the best of the bargain, and was entitled to his gains. Therefore there must be judgment for the plaintiff for the amount agreed upon, with interest from the 30th March until payment.

Mr. Leach—I understand your lordship to hold that registration was effected, and that was all that was necessary. Do I also understand it was unnecessary for him to satisfy the defendant that it had been so effected?

His lordship—Yes, I understand nothing about that in the contract. What was contracted to be done was done.

THE BONHAM STRAND FIRE.

At the Magistrate's this morning Mr. Wodehouse continued the inquiry into the circumstances attending the fire in Bonham Strand West, which occurred on the 2nd instant. Mr. Bowles, Messrs. Wootton and Deacon, appeared on behalf of the Lubbeck Insurance Company, the General Fire Insurance Company, and the German Insurance Company. Mr. H. Wynn appeared on behalf of the manager of the shop, and Mr. Jennings appeared on behalf of the master. The manager of the shop, re-called, said that on the night of the fire there was \$10,000 worth of goods in the place, on the first and second floors. The goods largely consisted of hemp and scented wood which was worth under ten thousand dollars. There were also beads on the ground floor of considerable value. Each set of beads was in a cocoa-nut shell. There was also a lot of hemp. The scented wood was sold at the rate of three and four times its weight in silver. He was insured for \$41,000, \$10,000 with Messrs. Schellhaus & Co., \$15,000 with Messrs. Reuter, Brockmann & Co., and \$16,000 with Messrs. Melchers & Co. The policies were saved from the fire. They were taken out in March and April of the year. Last year he was insured for \$26,000, and the year before for \$30,000.

Mr. Bowles stated that the \$30,000 policy of the Lubbeck Company was taken out by a different shop altogether, and transferred over to the witness on the 29th February of this year. The \$15,000 policy was transferred in a similar way.

Albert Kremer, assistant clerk to Messrs. Reuter, Brockmann and Company, stated that his firm were general agents for the General Life and Fire Insurance Company. On the 25th February this year his firm transferred a policy for \$1,000 and 150 Wing-lok Street to the master of 68 Bonham Strand.

P. C. Macaulay stated that he had seen the goods which were removed to Messrs. Reuter Brockmann's godowns. They were taken from the back part of the shop and consisted of hemp, leather, cow hides, deer skins, Chinese cakes, betel nuts and casks of Chinese dyes.

His Worship:—There is nothing to show how this fire has originated, so the inquiry is now closed.

Mr. Bowles requested that the books be handed to the insurance companies, but his Worship disallowed this, in deference to objections raised by Mr. Denry.

CORRESPONDENCE.

[We do not necessarily endorse the opinions expressed by Correspondents in this column.]

A HINT FROM THE BRIDGE.

TO THE EDITOR OF THE "HONGKONG TELEGRAPH."

SIR,—Kindly allow me space in your valuable columns to give my profession, generally, a few hints; firstly, as regards the late rise in engineers' and deck officers' pay on the China coast; and secondly, respecting the formation of an Officers' Union.

Engineers, as everybody knows, get twice the pay of deck officers. Why this should be, nobody knows. It is not because they have the most work to do or the most anxiety—far from it, indeed. Then why should what is a very trifling anomaly be allowed to exist? Simply because the engineers are unorganised in an Association formed for their mutual benefit, and for the maintenance of the proper dignity of their profession. Their success should encourage officers of ships to form a similar association, having Hongkong as its centre, with branches all over the Far East; and ultimately take steps for the federation of all kindred (British) associations.

Who have the greatest responsibility upon their shoulders, while a steamer is under way, the officers or engineers? The captain, and officers, naturally. But what is a very trifling anomaly be allowed to exist? Simply because the engineers are unorganised in an Association formed for their mutual benefit, and for the maintenance of the proper dignity of their profession. Their success should encourage officers of ships to form a similar association, having Hongkong as its centre, with branches all over the Far East; and ultimately take steps for the federation of all kindred (British) associations.

Let us take an instance. When a vessel at sea loses her propeller, breaks a shaft, or her steering gear gets out of order, then the engineers can take a rest, and the whole responsibility and danger in bringing the ship to port rests solely upon the captain and officers, and even when arrived in port the officers' trials are not over, for they speedily find themselves on the "stand," answering the questions of quick-witted lawyers who will, if possible, show that the whole blame rests upon them for any mishap that may have occurred. This is particularly so in cases of collision or grounding. It is undeniable that the responsibility attaching to the deck officers is of a real and serious nature. This being so, why should their pay be at least equal to that of engineers? In the name of all that is fair and right I put the question.

By the formation of a British Mercantile Marine Officers' Association the members must improve their condition in every way, and, without running counter to the interests of their employers.

The above is not meant to disparage the engineers, with whom we should keep in perfect accord, but rather to show that officers are not entirely without a grievance which can be best remedied by practical application of that very wise old French proverb which says that *l'union fait la force*.

Your truly,

A DECK OFFICER.

Hongkong, 24th May, 1890.

LATE TELEGRAMS.

PARIS, April 30th.

A warrant for the arrest of the Duc de Luynes for complicity in the conspiracy against the Republic was issued this afternoon, but news of the discovery had reached him and he had already fled across the Swiss frontier to Lausanne.

May 1st.

Numerous arrests among anarchists and Royalists have been effected among the former being Louise Michel, who was taken into custody last night. M. Constans, Minister of the Interior has resolved to expel from France five thousand foreigners who are prominent among the anarchists.

LONDON, May 1st.

Mr. Morris, M.P., has given notice of his intention to call the attention of the House of Commons to the destitute condition of several of the survivors of Balclutha and the Indian Mutiny.

On Mr. Norris giving notice, Mr. Stanhope, Secretary of State for War, admitted that these men, who had undoubtedly served their country well, deserved help.

The labour demonstrations all over the Continent passed off peacefully to-day.

Great crowds paraded in Paris, but no attempt at a disturbance was made.

At Vienna, Brussels, Liege, and Amsterdam, labourers held demonstrations, but all were quite orderly.

The German labourers made no public manifestation.

In London the demonstration was of trifling proportions.

BOMBAY, May 1st.

A telegram, dated Paris, 30th April, sent by the Central News Agency, says that a Royalist conspiracy, the object of which was to declare the Comte de Paris King of France, has been discovered. The declaration was to have been made on the 1st of May, when the great labour demonstration was to be held. Many anarchists and malcontents in the army had joined the conspiracy. Preparations for a coup had been made on a large scale. Large quantities of explosives had been procured by the conspirators, but these have been seized by the police. The Government is taking prompt steps for the maintenance of order, and the garrison of Paris is being strongly reinforced.

PARIS, May 2nd.

Two thousand labourers, on strike at Turenne and Roubaix, attacked the factories at which they had been formerly employed and assaulted the hands taken out in their places. The troops were called out, and the rioters dispersed.

CALCUTTA, May 2nd.

Elias H. Solomon was brought before the police-court to-day charged with forgery and the utterance of a forged document regarding certain chests of opium on which he had obtained an advance of eleven lakhs from the Bank of Bengal. Bail was refused and the prisoner remanded.

LONDON, May 3rd.

Riots arising out of the labour demonstration are reported as having occurred yesterday at Barcelona. Free fights were numerous, and affairs assumed such a critical aspect after a while that the town was declared in a state of siege.

May 4th.

Later details of the riots at Barcelona state that the mob wrecked the tram-cars, and did a great amount of destruction before the troops, three regiments of which were called out, arrived. The strikers first fired on the military with revolvers, to which the soldiery replied with their fire-arms, wounding many.

Portugal has agreed to submit the Delagoa Bay dispute to arbitration.

Telegrams from Dhomey state that the French fleet has bombarded and destroyed the town of Whydah.

A meeting of labourers was held this afternoon in Hyde Park when enormous crowds, probably the largest on record, carried resolutions in favour of the eight hours' movement. The proceedings were of an enthusiastic but orderly character.

May 5th.

In the House of Commons this evening Mr. W. H. Smith informed Mr. Bradlaugh that Government was perfectly prepared for the discussion of the Crawford case in the House of Commons, but must decline to grant any special facilities for such a discussion.

In reply to a member. In the House of Commons this afternoon Sir John Lubbock announced the intention of the India Office to recommend the Government of India to adopt the decisions of the Berlin Labour Conference in contemplated legislation in regard to the factories.

BERLIN, May 6th.

The Emperor William, opening the German Reichstag to-day, urged the necessity for passing further laws for the protection of the workmen, care for whom he maintained, provided their strongest support in opposing the overthrow of existing order.

His Majesty also announced that a Bill dealing with the Army would be introduced before the Reichstag in October.

The German Reichstag was opened yesterday by the Emperor William, who, in his speech from the throne, declared that his efforts were necessarily directed to the continued maintenance of peace and that he had succeeded in strengthening the confidence of the Powers by that policy. He will cultivate existing defensive alliances and friendly relations with all foreign Powers. A diplomatic equilibrium of power will be said to endanger the equilibrium of power on the basis of the peace policy of Germany.

The Emperor alluded to the resolution passed by the Berlin Labour Conference, and expressed his perfect solidarity for the interest of workmen. He pointed out the urgency which existed for the amelioration of the conditions of labour, in regard to which the Powers were concerting measures of

Co-day's Advertisements.

DOUGLAS STEAMSHIP COMPANY,
LIMITED.

FOR SWATOW, AMOY & FOCHOW.
THE Company's Steamship

"HAITAN,"
Captain S. Ashton, will be despatched for the
above Ports, on THURSDAY, the 28th instant,
at 11 A.M. instead of as previously advertised.
For Freight or Passage, apply to
DOUGLAS LARPAIK & Co.,
General Managers.
Hongkong, 27th May, 1890. [182]

STEAM TO SHANGHAI.
THE P. & O. S. N. Co.'s Steamship

"MALWA,"
Captain W. J. Nante, will leave for the above
Port, on THURSDAY, the 28th inst., at DAY-
LIGHT.

E. L. WOODIN,
Superintendent.
Hongkong, 27th May, 1890. [13]

FOR YOKOHAMA AND KOBE.
THE Steamship

"LENNOX,"
Captain Swinnerton, will be despatched for the
above Ports, on the 30th inst.
For Freight or Passage, apply to
ADAMSON, BELL & Co.,
Agents.
Hongkong, 27th May, 1890. [797]

DOUGLAS STEAMSHIP COMPANY,
LIMITED.

FOR SWATOW, AMOY & TAMSUI.
THE Company's Steamship

"FORMOSA,"
Captain Hall, will be despatched for the
above Ports, on THURSDAY, the 29th instant,
at 11 A.M.

For Freight or Passage, apply to
DOUGLAS LARPAIK & Co.,
General Managers.
Hongkong, 27th May, 1890. [182]

FOR SHANGHAI.
THE Steamship

"NINGPO,"
Captain R. Köhler, will be despatched for the
above Port, on THURSDAY, the 29th instant,
at 4 P.M.

For Freight or Passage, apply to
SIEMSEN & Co.,
Agents.
Hongkong, 27th May, 1890. [186]

THE SCOTTISH ORIENTAL STEAMSHIP
COMPANY, LIMITED.

FOR SWATOW, SINGAPORE AND
BANGKOK.

THE Company's Steamship.

"CHOW FA,"
Captain P. W. Phillips, will be despatched for
the above Ports, on SATURDAY, the 31st inst.,
at NOON.

For Freight or Passage apply to
YUEN FAT HONG,
Agents.
Hongkong, 27th May, 1890. [807]

INDO-CHINA STEAM NAVIGATION
COMPANY, LIMITED.

FOR SINGAPORE, PENANG, AND
CALCUTTA.

THE Company's Steamship

"KUTSANG,"
Captain Young, will be despatched as above
on SATURDAY, the 31st inst., at 3 P.M.

For Freight or Passage, apply to
JARDINE, MATHESON & Co.,
General Managers.
Hongkong, 27th May, 1890. [189]

HONGKONG RIFLE ASSOCIATION.

THE KWONG KWAN YEEN CHAL-
LENGE CUPS, value \$300 and \$100
respectively. Also two Consolation Cups value
\$100 each.

The 1st Stage of the Tenth Competition will
take place on SATURDAY next, the 31st May,
at 3 P.M. Commence at the 300 yards.
Entrance Fee 30 cents.

A Launch will leave the P. & O. Wharf at
3.15 P.M., to take over intending Competitors.

The Second Stage will be shot off on Sat-
urday, the 7th June.

C. VIVIAN LADDS,
Hon. Secretary.
Hongkong, 27th May, 1890. [185]

TO LET.

"ROSENEATH," (Kowloon) five minutes'
walk from the Ferry. Semi-detached,
contains Spacious Hall, Dining-room, Drawing-
room, three Bed-rooms, two Bath-rooms, Good
Kitchen, Servants' Quarters, etc., etc. With
Furniture, Complete, Flower and Vegetable
Gardens, and Lawn Tennis Court. Tenancy
from July 1 to March 31st, 1891. For further
particulars, apply to

W. S. MARTEN,
2, Duddell Street.
Hongkong, 27th May, 1890. [1810]

THE LABUK PLANTING COMPANY,
LIMITED.

NOTICE TO SHAREHOLDERS.

THE First Ordinary General MEETING of
the above Company, will be held at the
Hongkong Hotel, on THURSDAY, the 5th of
June, 1890, at 3.30 P.M. for the presentation of
the Report of the General Managers and
Account to 30th April, 1890, and the transac-
tion of any other business that can, competently
be brought before an Ordinary General Meeting.
The TRANSFER BOOKS of the Company
will be CLOSED from the 29th instant, to the
5th June, both days inclusive.

TURNER & Co.,
General Managers.
Hongkong, 27th May, 1890. [1811]

Amusements.

THEATRE ROYAL

CITY HALL, HONGKONG.

THURSDAY,
the 29th May.

GRAND COMPLIMENTARY BENEFIT
tendered by
HONGKONG AMATEURS
to the
LADIES OF HUDSON'S SURPRISE
PARTY.

PRICES.....As usual.

Seats may be booked at KELLY & WALSH, Ltd.

Full Particulars will be shortly announced.

Hongkong, 24th May, 1890. [1809]

Consignees.

PACIFIC MAIL STEAMSHIP COMPANY.
NOTICE.

CONSIGNEES of Cargo per Steamship
"CITY OF RIO DE JANEIRO"

The above Steamer having arrived, Consignees
of Cargo are hereby requested to send in their
Bills of Lading for Counter-signature, and to take
immediate delivery of their Goods from along-
side.

Cargo impeding the discharge of the Vessel
will be landed and stored at Consignees' risk
and expense.

CHAS. D. HARMAN,
Agent.
Hongkong, 23rd May, 1890. [12]

Insurances.

THREE IMPORTANT FACTS
ABOUT THE
STANDARD LIFE OFFICE

1.—HALF A MILLION STEERING per
annum is being paid in Death claims
year by year.

2.—THE FUNDS IN HAND amount to up-
wards of Six Million and Three-quarter
pounds Sterling and have increased 50
per cent. in the last 15 years.

3.—THE LIVES who die are annually replaced
by more than double the number of fresh
carefully selected lives.

ADAMSON, BELL & Co.,
Agents, Hongkong.

810-3]

ATLAS ASSURANCE COMPANY OF
LONDON.

THE Undersigned, having been appointed
Agents for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at
Current Rates.

EDUARD SCHELLHASS & Co.,
Agents.
Hongkong, 12th April, 1890. [599]

FIRE INSURANCE COMPANY, OF 1877
IN HAMBURG.

THE Undersigned, having been appointed
Agents for the above Company, are pre-
pared to ACCEPT RISKS against FIRE
at Current Rates.

REUTER, BROCKELMANN & Co.,
Agents.
Hongkong, 1st July, 1889. [56]

GENERAL LIFE AND FIRE
ASSURANCE COMPANY IN
LONDON.

THE Undersigned, having been appointed
Agents for the above Company, are pre-
pared to ACCEPT RISKS against FIRE and
LIFE at Current Rates.

REUTER, BROCKELMANN & Co.,
Agents.
Hongkong, 1st July, 1889. [57]

THE INDIAN IMPERIAL MARINE
INSURANCE COMPANY, LIMITED.

THE Undersigned, having been appointed
Agents for the above Company, are pre-
pared to accept MARINE RISKS at Current
Rates.

GIBB, LIVINGSTON & Co.,
Agents.
Hongkong, 5th November, 1889. [25]

GENERAL NOTICE.

THE ON TAI INSURANCE COMPANY,
(LIMITED.)

CAPITAL TAELS 600,000; \$833,333-33
EQUAL TO
RESERVE FUND \$318,000-00.

BOARD OF DIRECTORS.
LEE SING, Esq. | LO YUK MOON, Esq.
LOU TSO SHUN, Esq.

MANAGER.—HO AMEL.

MARINE RISKS ON GOODS, &c., taken
at CURRENT RATES to all parts of the
world.

HEAD OFFICE, 8 & 9, PRAYA WEST.
Hongkong, 17th December, 1888. [1001]

NOTICE.

THE MAN ON INSURANCE COMPANY,
LIMITED.

CAPITAL SUBSCRIBED.....\$1,000,000.

The above Company is prepared to accept
MARINE RISKS at CURRENT RATES on GOODS
&c. Policies granted to all Parts of the world
payable at any of its Agencies.

WOO LIN YUEN
Secretary.
HEAD OFFICE,
No. 2, QUEEN'S ROAD WEST.
Hongkong, 1st February, 1889. [217]

NOTICE.

THOMAS KERR & CO.

ENGINEERS, BOILER-MAKERS

CONTRACTORS,
VAU-MAT-IT ENGINEERING WORKS,
Kowloon.
Hongkong, 4th June, 1890. [126]

W. S. MARTEN,

ARTISTIC DECORATOR,
2, DUDDELL STREET,
HONGKONG.

Hongkong, 9th April, 1890. [574]

A. G. GORDON & CO.,
LIMITED.

ENGINEERS LAUNCH BUILDERS,
GENERAL AND GOVERNMENT
CONTRACTORS, IRONMONGERS, COM-
MISSION AGENTS, VALUATORS, IRON
AND TIMBER-MERCHANTS.

WORKS:
BOWRINGTON, EAST POINT.

OFFICE:
9, PRAYA CENTRAL.

STEAM LAUNCH COMPANY, LIMITED,
Hongkong, 1st May, 1890. [54]

TOURISTS

ARE cordially invited to call and inspect our
choice collection of Japanese and Chinese
FINE ART CURIOS, which is unequalled in
Japan.

Every article guaranteed as represented. No
trouble to show goods. One price only.

DEAKIN BROS. & Co.,
16 Bond, Yokohama,
next door to
Farrell's Photographic Studio.

Hongkong, 24th May, 1890. [527]

Intimations.

W. POWELL & CO.

EX S.S. "ROSETTA"

GENTS' PITH, STRAW & FELT HATS. NEW SCARFS & TIES.

SUMMER HOSIERY,

W. POWELL & CO.

Victoria Exchange,
Hongkong, 13th May, 1890.

THE STEAM LAUNCH COMPANY,
LIMITED.

MACAO I MACAO II MACAO III

On and after the 21st May, 1890,
the Steamship "PERSEVERANCE"
will run daily (weather permitting) until further
notice, between Hongkong and Macao.

WEEK DAYS.
Leaves Hongkong 7.30 a.m.
" Macao 2.30 p.m.

SUNDAYS.
Leaves Hongkong 8.00 a.m.
" Macao 5.00 p.m.

FARES.
1st Class One Dollar Each way.
2nd " Fifty cents.

Excursions will have over Three Hours in
Macao, returning same day.

By Order,
A. G. GORDON & Co., Ltd.
Managers.
Hongkong, 21st May, 1890. [798]

THE MACAO BATH-HOUSES.

MR. T. J. COLLACO, in again establishing
the Bath-houses at Macao for the
summer season, respectfully solicits the patron-
age of the Foreign Communities of Hongkong
and Canton, who, as occasional visitors, desire
to enjoy a course of sea-bathing under the best
possible circumstances. The accommodation
has been made as comfortable and complete as
circumstances will allow, and the charges are,
as last year, fixed at a most moderate tariff.

A Bar will be one of the features of the
establishment, where refreshments can be
obtained at very low rates.

The Bath-houses will be opened from the 1st
inst. until the 30th September.

SUBSCRIPTION:
For each person (for the season) \$1.00
" Married couples 2.00
" Families 3.00
" Single bath, (towels, etc., included) 0.30

THEOBALD J. COLLACO.
Macao, 16th May, 1890. [777]

NOTICE.

THE Undersigned are prepared to supply
and contract for TEAK, and Manila and
Borneo TIMBER suitable for Piers, Wharves,
Ship and House-building, Railway Sleepers and
Carriages. Furniture, &c. MOLAVE, ARANGA,
and BILIAN resist the attacks of the Sra-
worm and White Ant.

Timber sawn to Specification either at Ports
of Shipment or at the Bowington Sawmills,
Hongkong.

GIBB, LIVINGSTON & Co.,
Agents.
Hongkong, 21st May, 1890. [771]

HONGKONG HIGH LEVEL TRAM-
WAYS COMPANY, LTD.

SUMMER TIME TABLE.

To table effect from 1st May.

The CARS RUN between St. John's Place
and Victoria Gap as follows:—

WEEK DAYS.
8 to 10 A.M. every quarter of an hour.
12 to 1 P.M. every quarter of an hour.
1 to 2 P.M. every half hour.
4 to 8 P.M. every quarter of an hour.

THURSDAYS.
NIGHT TRAM at 10.30 and 11 P.M.

SUNDAYS.
CHURCH TRAM at 10.40 A.M.
12 (NOON) to 2 P.M. every quarter of an hour.
4 to 8 P.M. every quarter of an hour.
9, 10, 10.30 and 11 P.M.

Special Cars may be obtained on application
to the Superintendent.

Single Tickets are sold in the Cars; Five-Cent
Coupons and Reduced Tickets at the Office.
MACEWEN, FRICKEL & Co.,
General Managers.
Hongkong, 30th April, 1890. [1689]

CARBOLINEUM AVENARIUS,
(REGISTERED.)

AN ANTISEPTIC PAINT for the Preservation
of Wood, Walls, Floors and Ship's
Tackle. May be applied to: Beams, Floors, Walls,
cutting, Wooden Ornament, Eaves, Roofs,
Wooden Sheds, Farmers' and Gardeners' Imple-
ments, Carts, Posts, Fences, Stables, Gates,
Bridges, Boats, and all Timber underground.

Effectually excludes all dampness from walls
painted with it and entirely prevents the crum-
bling away and decay of both stone and bricks.
White ants do not touch wood painted with
Carbolineum Avenarius.

Used during the last 16 years with the utmost
success, as proved by numerous Testimonials of
living authorities.

Sold in casks of about 450 lbs. net. Price
8 cents per lb.

For further particulars, apply to
SCHEELE & Co.,
Sole Agents,
No. 16, Stanley Street.
Hongkong, 2nd December, 1889. [36]

CHS. J. GAUPP & CO.

CHRONOMETER, WATCH, AND CLOCK-
MAKERS, JEWELLERS, SILVER-
SMITHS, AND OPTICIANS.

CHARTS AND BOOKS.

Sole Agents for Louis Audemars' Watches;
awarded the highest Prices at every Exhibition;
and for Volglinder and Sohn's
CELEBRATED OPERA GLASSES,
MARINE GLASSES, and SPYGLASSES,
No. 1, Queen's Road Central. [743]

Geo. Fenwick & Co.,
LIMITED.

VICTORIA FOUNDRY, WANCHAI.

ENGINEERS, IRON AND BRASS
FOUNDERS, GOVERNMENT & GENERAL
CONTRACTORS, &c.

Established 1860.

Hongkong, 20th January, 1890. [155]

SOCIETE FRANCAISE DES CHARBON-
NAGES DU TONKIN.

THE GENERAL ANNUAL MEETING
will take place at Hongkong on the 31st
May, 1890, at the Registered Office in Victoria
Buildings, at Noon 12 O'CLOCK.

Orders of the day:
Report presented by the Board of Directors.
Report of the Commissioners.
Approval of Accounts.
Election of Directors.
Election of Commissioners.

In accordance with the Company's Articles
of Association, owners of at least twenty Shares,
in order to have the right to attend the Meeting,
shall have to deposit them at the Company's
Office not later than fifteen days before the
meeting and will receive in exchange a card of
admission.

By Order of the Board of Directors,
C. GEORG,
Secretary.
Hongkong, 28th April, 1890. [647]

HONGKONG TIMBER
YARD, WANCHAI.

OREGON PINE SPARS AND LUMBER
Always on Hand.

L. MALLORY.
Hongkong, 27th May, 1890. [781]

NOTICE.

JEY'S SANITARY COMPOUNDS
COMPANY, LIMITED.

JEY'S WOOD PRESERVER OR
ANTISEPTIC PAINT.

THE Undersigned have this day been
appointed SOLE AGENTS for the sale
of these PERFECT DISINFECTANTS, and
are prepared to supply quantities to suit
purchasers, at Wholesale Prices, Extra Special
terms for Shipping and large Orders.

Sir ROBERT RAWLINSON, C.B., C.E., Chief
Sanitary Engineer, Local Government Board
London, says:
"It is the best Disinfectant in use."

W. G. HUMPHREYS & Co.,
Bank Buildings.
Hongkong, 27th June, 1889. [79]

CAPTAIN GEORGE TAYLOR,

INLAND SEA AND JAPAN COAST PILOT.

Telegraphic Address:
POWERS,
Nagasaki.

Hongkong, 8th April, 1890. [571]

THE HONGKONG LAND INVESTMENT
AND AGENCY COMPANY, LIMITED.

SUBSCRIBED CAPITAL \$5,000,000.
PAID UP CAPITAL 2,500,000.
RESERVE FUND 1,250,000.

BOARD OF DIRECTORS.
Hon. J. J. KESWICK, Chairman.
Hon. C. P. CHATER, Vice-Chairman.

LEE SING, Esq.
S. C. MICHAELSEN, Esq.
J. S. MOSES, Esq.
G. E. NOBLE, Esq.
POON FONG, Esq.
D. R. SASSOON, Esq.

BANKERS.
THE HONGKONG & SHANGHAI
BANKING CORPORATION.

MONEY advanced on Mortgage, on Land,
and Buildings.
Properties purchased and sold.
Estates Managed and all kinds of Agency and
Commission business relating to land, etc.,
conducted.

Full particulars can be obtained at the Com-
pany's Offices, No. 5, Queen's Road Central.
A. SHELTON HOOPER,
Secretary.
Victoria Buildings,
Hongkong, 3rd May, 1890. [709]

NOTICE.

HONGKONG & WHAMPOA
DOCK COMPANY,
LIMITED.

SHIPMASTERS AND ENGINEERS

are respectfully informed that, if upon
their arrival in this Harbour none of the
COMPANY'S FOREMEN should be at hand,
ORDERS FOR REPAIRS, if sent to the Head
Office, No. 14, Praya Central, will receive
prompt attention.

In the event of complaints being found
necessary, communication with the Undersigned
is requested, when immediate steps will be taken
to rectify the cause of dissatisfaction.

D. GILLIES,
Secretary.
Hongkong, 25th August, 1889. [15]

Dr. Knorr's
ANTIPYRINE.

(Dose for Adults 15 to 25 grains troy)

IS the most approved and most efficacious
remedy in cases of HEADACHE, MIGRAINE,
NEURALGIA, RHEUMATISM, FEVER,
TYPHUS, ERYSIPELAS, HOOPING-
COUGH, and many other complaints. It is
also the very best Antiseptic. Highly recom-
mended by the medical Faculty. To be had at
every reputable Chemist and Druggist. Ask for
Dr. KNORR'S ANTIPYRINE! Each Tin
bears the inventor's signature "Dr. KNORR"
in red letters.

Supplies constantly on hand at the China
Export, Import, and Bank Co.—Sole Agents
for China. Beware of spurious imitations!

Hongkong, 24th May, 1890. [147]

Intimations.

GOVERNMENT BILLS.